

## **GENERALTERMS AND CONDITIONS HUMANICATION B.V.**

Version 2022v1

### **Article 1. General**

1. These general conditions apply to all agreements regarding participation in or request for a course, training or any other form of education, or advice in the broadest sense of the word, referred to as 'trainings' from hereon, with Humanication B.V., referred to as 'Humanication' from hereon.
2. Any deviation from these conditions is only binding if it is confirmed in writing by the managing director of Humanication.

### **Article 2. Creation of the agreement**

1. The agreement between Humanication and the participant is created by:
  - a. Signature of the participant on the applicable application or registration form;
  - b. Registration or request for training by the participant through email or website or;
  - c. Written confirmation of the registration or request for training by phone, by Humanication to the participant.
2. The participant agrees to the general conditions of Humanication by signing the application or registration form.

### **Article 3. Cancellation / Suspension / Postpone**

#### ***Personal and relationship development tracks***

1. The participant has the right to cancel participation in a training free of charge up to 2 weeks before the start of the training.
2. The participant has the right to cancel or move the participation in a training course within 2 weeks before the start of the training, on the understanding that the participant then owes 100% of the registration fee. If the training date is moved up to 6 months after the original training date, Humanication is entitled to charge € 25 administration costs.

#### ***Incompany, business and Coach Academy tracks***

3. In case of cancellation up to 4 weeks before the start of the training, an administration fee of €100 will be charged. In case of cancellation up to 2 weeks before the start of the training, the participant is obliged to pay 50% of the course fee, then 100%. If the participant decides to participate in the training later and this is less than 2 weeks before the start of the training, only an administration fee of €100 will be charged, provided that the training is resumed within 1 calendar year.
4. In-company courses can only be canceled in writing and before the start. In the event of such a cancellation, Humanication is entitled to charge the following costs to the client:
  - a. in the event of cancellation up to one month before the start: the costs actually incurred by Humanication (to be specified by Humanication), including in any case an amount of €100 in administration/cancellation costs;
  - b. in the event of cancellation within one month before the start: the part of the price that has already been invoiced by Humanication, as well as the costs actually incurred by Humanication (to be specified by Humanication).

#### ***General***

5. Humanication has the right to cancel the training or to refuse participation of a participant or client, in which cases the participant is entitled to a refund of the full amount paid to Humanication.

6. Humanication has the right to refuse the participant's participation in a training course or to suspend or cancel the execution of the assignment if the participant has not fulfilled his payment obligation in time.
7. If a training cannot take place on the scheduled dates, the participant will be informed of this within 24 (twenty-four) hours before the start of the training. New dates will then be determined in consultation. Shifting for this reason does not entitle to cancellation or compensation.
8. If a participant cannot follow the training on the scheduled dates, he has the right to register for other training dates with due observance of the provisions of the first paragraph.
9. If a participant withdraws during a training, there is no right to a refund, unless expressly agreed otherwise.

### **Article 4. Prices and payment**

1. The participation fee must be paid prior to the start of the training, unless explicitly agreed otherwise.
2. The prices of the trainings are mentioned on the website of Humanication. Prices are mentioned in euros and including VAT. These prices are binding. Humanication has the right to change prices at any time, provided that the then current price remains unchanged after confirmation of a training.
3. The method of payment must be indicated on the registration form. If the collection of the due payment is to be transferred to third parties, all costs incurred, both judicial and extrajudicial, will be paid by the participant. The participant will be held liable for the payment of the participation fee at all times.

### **Article 5. Intellectual property**

The copyright of the brochures, project materials and training materials published by Humanication is owned by Humanication, unless a different copyright owner is specified on the material itself. The trainee is not allowed to publish, multiply or disclose anything from materials with Humanication copyright, without the explicit written approval of the managing director of Humanication.

### **Article 6. Liability**

1. Humanication accepts liability against the trainee for damage that has been caused by an accountable inadequacy of Humanication when executing the agreement, though only when covered by the liability insurance and if the insurance company makes payment.
2. Humanication is not liable for what the trainee does with the gained knowledge after the training.
3. Humanication is not liable for any damage the trainee has suffered as a result of the cancellation of the training.

### **Article 7. Forum and applicable law**

1. Dutch law applies to any agreement between Humanication and a trainee.
2. In case of disputes arising from agreements with Humanication, the parties will try to resolve them by means of mediation in accordance with the rules and regulations in force of the Dutch Mediation Institute in Rotterdam.
3. If it has not been possible to resolve a dispute as described above with the aid of mediation, this dispute will be settled by the Amsterdam District Court, except where compelling rules of relative competence will prevent this choice.